

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Purchase Order Approval (Staff recommends approval).

REQUESTED ACTION: Approve Purchase Orders

☐ Work Session (Report Only) **DATE OF MEETING:** 3/23/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Vendor/Entity: _____

Termination Date: _____

Managing Division / Dept: _____

Budget & Purchasing

BUDGET IMPACT: _____

☐ Annual

FUNDING SOURCE: _____

☐ Capital

EXPENDITURE ACCOUNT: _____

☐ N/A

HISTORY/FACTS/ISSUES:

PO Number	PO Amount	Vendor Name	PO Description
53545	\$900,000.00	Baker & Taylor, Inc.	Opening Day Collection @ Pinellas Plaza Branch Library @ The Villages
53580	\$46,991.38	Water Wizard Irrigation, Inc.	Morse Blvd. Phase 1A and Morse Blvd. Phase 1
53636	\$906,020.89	AD Morgan Corporation	Application #27 and Request for Payment #2

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53545

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

To

┌

Baker & Taylor Inc
2550 West Tyvola Ste 300
Charlotte, NC 28217

└

Remittance to: Po Box 77930, Atlanta, GA 30384-7930

┌ DATE March 3, 2010

DEPT. Library Services

┌ BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-400-571-6244	6600	1	Opening day collection @ Pinellas Plaza Branch Library @ The Villages	900,000.00	900,000.00
State Contract				TOTAL	900,000.00
				TERMS:	

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

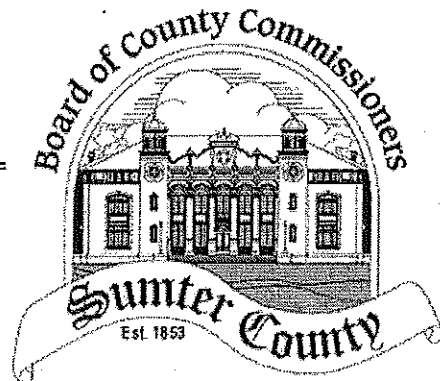
OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Division of Community Services

Sumter County Library Services

910 N. Main St. • Bushnell, FL 33513 • Phone (352) 568-3456 • FAX: (352) 568-3481
<http://www.sumterpubliclibrary.org>



Memo

To: Deb Barsell, Community Services Department Director
From: Barbara Shiflett, Library Services Manager
Date: March 3, 2010
RE: Opening Day Collection

The Library Department has received quotes from three vendors for the Opening Day Collection (ODC) for the new Pinellas Plaza Branch Library at The Villages. The quotes were received from Baker & Taylor, Inc., Brodart Co., Books and Automation and Ingram Library Services. The three vendors are on State Contract for purchasing.

The request for quotes included discounts for materials purchased and the cost for processing each item, along with other services the vendors offer to assist with an ODC. All three companies have stated that their prices will be guaranteed for three years. Based on the quotes received, Baker & Taylor, Inc. is offering a higher discount for adult hardback materials (46.1%) which will be the majority of items purchased and is offering a lower cost for processing of materials (\$3.95 per item), a service which will be utilizing extensively. These two discounts would amount to a substantial savings for Sumter County, based on the items we are planning to purchase and allow the Library System to purchase a greater amount materials.

Attached is a summary comparison of these vendors. Original quotes will be sent to Budget and Purchasing for their records.

Deb Barsell, MSW, Director
Division of Community Services
(352) 793-0282
910 N. Main St.
Bushnell, FL 33513

Barbara Shiflett, MALS
Library Services Manager
(352) 568-3456
910 N. Main St.
Bushnell, FL 33513

Bradley S. Arnold,
County Administrator
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Richard "Dick" Hoffman, Dist 1
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
Chairman
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Don Burgess, Dist 3
Chairman
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Garry Breeden, Dist 4
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Randy Mask, Dist 5
2nd Vice Chairman
Office: (352) 793-0200
Home: (352) 793-3930
910 N. Main Street
Bushnell, FL 33513

Collection Development/ Selection Lists**Point System**

	hard copy	electronic file	Holdings Comparison/Matching	Z39.50 Protocol
B&T	yes	yes	yes	yes
Brodart	additional charge	yes	yes	no
Ingram	yes	yes	yes	yes

4 out of 4

2 out of 4

4 out of 4

Discount Percentage

	Hardcover %	Paperback %	DVD %
B&T	46.1	41.1	29.3
Brodart	45.5	41.0	28.0
Ingram	44.5	40.0	25.0

3 out of 3

0 out of 3

0 out of 3

Processing

	Print Materials/unit	AV Materials/unit
B&T	\$3.95	\$4.75
Brodart	\$4.25	\$6.95
Ingram	\$5.58	5.58 + (price of case)

2 out of 2

0 out of 2

0 out of 2

Project Reports

	Fund Reports	Title Status/Cancellation Reports	Invoices
B&T	yes	yes	yes
Brodart	yes	yes	yes
Ingram	yes	yes	yes

3 out of 3

3 out of 3

3 out of 3

B&T

12 out of 12

Ingram

7 out of 12

Brodart

5 out of 12

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

To

53580

DATE 2/18/10

Water Wizard Irrigation Inc.
PO Box 930
Lady Lake, FL 32158

DEPT. Road and Bridge

BY Amy H. Kull

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
153-342-541-6521		1	Morse Blvd. Phase 1A Invoice 19207 and 19208	\$26,076.63	\$26,076.63
103-340-541-6580		1	Morse Blvd Phase 1 Invoice 19223, 19155, and 19236	\$20,914.75	\$20,914.75
TERMS:				TOTAL	\$46,991.38

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

NOTE: ONLY ORIGINAL INVOICES
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THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY:

OFFICER OR DEPT. HEAD

DATE: 3-12-10

- MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Water Wizard Irrigation Inc.

PO Box 930

Lady Lake, FL 32158

Phone # 352-753-5974

Fax # 352-753-2456

E-mail waterwizard671@embarqmail.com

Invoice

Date	Invoice #
11/4/2009	19223

Bill To		Project		
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513		839451 - Morse & San Marino		
Locate Mainline & Sleeves. Revamp Irrigation, Install New Irrigation		Terms	P.O. No.	
		Due On Receipt	Sam Wartinbee	
Date	Description	Qty	Rate	Amount
8/24/2009	Labor-1 Man	4.5	45.00	202.50
	Labor-2 Men	4.5	60.00	270.00
8/30/2009	Labor-1 Man	2	45.00	90.00
	Labor-3 Men	2	90.00	180.00
10/13/2009	Labor-1 Man	5.5	45.00	247.50
	Labor-2 Men	5.5	60.00	330.00
10/26/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-5 Men	8.5	150.00	1,275.00
10/27/2009	Labor-1 Man	4.5	45.00	202.50
	Labor-5 Men	4.5	150.00	675.00
10/28/2009	Labor-1 Man	3.5	45.00	157.50
	Labor-2 Men	3.5	60.00	210.00
	Trencher	3	30.00	90.00
	2 1/2" Gasket - Knock On Coupling	1	17.00	17.00
	12" Pop Up Spray	15	12.00	180.00
	Misc. Pipe Fittings		50.00	50.00
	Hunter Rotors	20	12.00	240.00
	Olson Elbow	70	0.52	36.40
	Funny Pipe - feet	70	0.25	17.50
	3/4" PVC Pipe	100	0.15	15.00
Date Received 1-4-10 Received By Wm J. [Signature] Receipt # 53580				
Acct # 103-340-541-6580 Description Morse I Phase 1		Total		\$4,868.40
		Payments/Credits		\$0.00
		Balance Due		\$4,868.40

Water Wizard Irrigation Inc.

PO Box 930

Lady Lake, FL 32158

Phone # 352-753-5974

Fax # 352-753-2456

E-mail waterwizard671@embarqmail.com

Invoice

Date	Invoice #
11/10/2009	19206

Bill To		Project		
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513		839495 - CR466 & Morse Blvd.		
Irr. Revamp. Wire Timers K1,K2,K3,K4.Install New Irr. Run 40' " Mainline.Get Back On Line		Terms	P.O. No.	
		Due On Receipt	Sam Wartinbee	
Date	Description	Qty	Rate	Amount
10/12/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-4 Men	8.5	120.00	1,020.00
10/13/2009	Labor-1 Man	8	45.00	360.00
	Labor-4 Men	3	120.00	360.00
	Labor-2 Men	5	60.00	300.00
10/14/2009	Labor-1 Man	6.5	45.00	292.50
	Labor-4 Men	6.5	120.00	780.00
10/15/2009	Labor-1 Man	9.5	45.00	427.50
	Labor-1 Man	9.5	30.00	285.00
10/17/2009	Labor-1 Man	4.5	45.00	202.50
	Labor-2 Men	4.5	60.00	270.00
10/19/2009	Labor-1 Man	4.5	45.00	202.50
	Labor-3 Men	4.5	90.00	405.00
	Trencher	6	30.00	180.00
11/5/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-1 Man	8.5	30.00	255.00
	Hunter PGP Rotor	21	12.00	252.00
	1" PVC Pipe Schedule 160	1,500	0.18	270.00
	10" Round Valve Box	10	10.00	100.00
	6" Rainbird Pop Up Spray	65	10.00	650.00
	12" Rainbird Pop Up Spray	31	12.00	372.00
	12" Valve Box	1	18.00	18.00
	12"X2" Schedule 80 Nipple	11	3.50	38.50
	2" 90 Schedule 80 90's	3	5.00	15.00
	2" Schedule 80 Tee	2	10.00	20.00
	6" Splice Box	2	6.50	13.00
	3" Class 200 PVC Gasket	40	1.75	70.00
		Total		
		Payments/Credits		
		Balance Due		

Water Wizard Irrigation Inc.

PO Box 930

Lady Lake, FL 32158

Phone # 352-753-5974

Fax # 352-753-2456

E-mail waterwizard671@embarqmail.com

Invoice

Date	Invoice #
10/12/2009	19207

Bill To		Project		
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513		839473 - CR466 & Morse		
Revamp Irrigation & Locate Wires. Get Ready for Landscaping		Terms	P.O. No.	
		Due On Receipt	Sam Wartinbee	
Date	Description	Qty	Rate	Amount
	2X14" Nipple Schedule 80	1	6.50	6.50
	12" Male Adapter	1	2.00	2.00
	Red 14-1 Wire UF - feet	12,500	0.13	1,625.00
	White 14-1 Wire UF - feet	1,600	0.13	208.00
	King Wire Nuts	150	0.80	120.00
<p>Date Received 1-4-10 Received By <i>Wm J. [Signature]</i> Req/PO # 53580</p> <p>Acct # 153-342-541-6521 Description Morse Phase 1A</p>				
Phase 1A		Total		\$13,459.00
		Payments/Credits		\$0.00
		Balance Due		\$13,459.00

Water Wizard Irrigation Inc.

PO Box 930

Lady Lake, FL 32158

Phone # 352-753-5974

Fax # 352-753-2456

E-mail waterwizard671@embarqmail.com

Invoice

Date	Invoice #
10/12/2009	19155

Bill To	Project	
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513	839474 - Morse & Rio Grande	
Move 700 feet Mainline & Revamp Zone Lines	Terms	P.O. No.
	Due On Receipt	Sam Wartinbee

Date	Description	Qty	Rate	Amount
9/15/2009	Labor-1 Man	2.5	45.00	112.50
	Labor-3 Men	2.5	90.00	225.00
9/17/2009	Labor-1 Man	1.5	45.00	67.50
	Labor-2 Men	1.5	60.00	90.00
9/18/2009	Labor-1 Man	3	45.00	135.00
	Labor-2 Men	3	60.00	180.00
9/21/2009	Labor-1 Man	4.5	45.00	202.50
	Labor-2 Men	4.5	60.00	270.00
9/23/2009	Labor-1 Man	1.5	45.00	67.50
	Labor-1 Man	1.5	30.00	45.00
9/24/2009	Labor-1 Man	7.5	45.00	337.50
	Labor-2 Men	7.5	60.00	450.00
9/25/2009	Labor-1 Man	8	45.00	360.00
	Labor-2 Men	8	60.00	480.00
9/28/2009	Labor-1 Man	8	45.00	360.00
	Labor-2 Men	8	60.00	480.00
9/29/2009	Labor-1 Man	8	45.00	360.00
	Labor-2 Men	8	60.00	480.00
	2" Caps	2	0.50	1.00
	1 1/4" Caps	1	0.75	0.75
	2" Gasket 90's	4	18.00	72.00
	2" Gasket Male Adapter	4	20.00	80.00
	2" Brass Ball Valve	2	41.00	82.00
	2" Schedule 80 Tees	2	10.00	20.00
	2" Schedule 80 90's	2	5.00	10.00
	2"X6" Schedule 80 Nipples	4	3.50	14.00
	1" PVC Pipe, feet	6	0.20	1.20

	Total
	Payments/Credits
	Balance Due

Water Wizard Irrigation Inc.

PO Box 930
 Lady Lake, FL 32158
 Phone # 352-753-5974
 Fax # 352-753-2456
 E-mail waterwizard671@embarqmail.com

Invoice

Date	Invoice #
10/12/2009	19155

Bill To	Project	
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513	839474 - Morse & Rio Grande	
Move 700 feet Mainline & Revamp Zone Lines	Terms	P.O. No.
	Due On Receipt	Sam Wartinbee

Date	Description	Qty	Rate	Amount
	3/4" 90's	12	0.20	2.40
	1 1/2" PVC Pipe, feet	20	0.35	7.00
	1 1/2" Couplings	2	0.75	1.50
	2"X14" Schedule 80 Nipples	2	6.50	13.00
	Bags Concrete	4	8.00	32.00
	2" Purple Pipe Class 200, feet	700	0.85	595.00
	3/4" Schedule 80 PVC Pipe, feet	700	0.20	140.00
	14-1 Locate Wire, feet	700	0.13	91.00
	Tubing, feet	1,400	0.15	210.00
	Hunter Spray Heads	2	4.00	8.00
	Dump Fee		65.00	65.00
	Truck	6	45.00	270.00
	Fuel Charge		270.00	270.00
<p>Acct # 103-340-541-6581 Description Morse 1</p> <p>Date Received 1-4-10 Received By <i>Wm S. [Signature]</i> Req/PO # 53580</p>				

Phase 1	Total	\$6,688.35
	Payments/Credits	\$0.00
	Balance Due	\$6,688.35

Water Wizard Irrigation Inc.

PO Box 930

Lady Lake, FL 32158

Phone # 352-753-5974

Fax # 352-753-2456

E-mail waterwizard671@embarqmail.com

Invoice

Date	Invoice #
10/12/2009	19207

Bill To		Project		
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513		839473 - CR466 & Morse		
Revamp Irrigation & Locate Wires. Get Ready for Landscaping		Terms	P.O. No.	
		Due On Receipt	Sam Wartinbee	
Date	Description	Qty	Rate	Amount
9/14/2009	Labor-1 Man	8	45.00	360.00
	Labor-3 Men	7	90.00	630.00
9/15/2009	Labor-1 Man	2.5	45.00	112.50
	Labor-3 Men	2.5	90.00	225.00
9/16/2009	Labor-1 Man	2	45.00	90.00
	Labor-2 Men	2	60.00	120.00
9/22/2009	Labor-1 Man	4.5	45.00	202.50
	Labor-2 Men	4.5	60.00	270.00
9/28/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-3 Men	8.5	90.00	765.00
9/29/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-3 Men	8.5	90.00	765.00
9/30/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-3 Men	8.5	90.00	765.00
10/1/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-3 Men	8.5	90.00	765.00
10/6/2009	Labor-1 Man	5.5	45.00	247.50
	Labor-5 Men	5.5	150.00	825.00
10/7/2009	Labor-1 Man	9	45.00	405.00
	Labor-2 Men	4.5	60.00	270.00
	Labor-4 Men	4.5	120.00	540.00
10/8/2009	Labor-1 Man	8	45.00	360.00
	Labor-4 Men	8	120.00	960.00
10/9/2009	Labor-1 Man	8	45.00	360.00
	Labor-3 Men	2.5	90.00	225.00
	Labor-5 Men	4.5	150.00	675.00
	Labor-1 Man	1	30.00	30.00
		Total		
		Payments/Credits		
		Balance Due		

Water Wizard Irrigation Inc.

Invoice

PO Box 930
 Lady Lake, FL 32158
 Phone # 352-753-5974
 Fax # 352-753-2456
 E-mail waterwizard671@embarqmail.com

Date	Invoice #
11/3/2009	19236

Bill To	Project	
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513	839492 - Morse & Rio Grande	
Revamp Irrigation. Install New Irrigation. Install Zone Valves	Terms	P.O. No.
	Due On Receipt	Sam Wartinbee

Date	Description	Qty	Rate	Amount
	Hunter PGP Rotor	20	12.00	240.00
	Misc. PVC Fittings		200.00	200.00
	Trencher	9	30.00	270.00
	Corrected 11-12-09			
Date Received 1-4-10 Received By <i>Wm J. [Signature]</i> Req/PO # 53580 Acct # 103-340-541-6580 Description Morse 1				

Phase 1	Total	\$9,358.00
	Payments/Credits	\$0.00
	Balance Due	\$9,358.00

Water Wizard Irrigation Inc.

Invoice

PO Box 930
 Lady Lake, FL 32158
 Phone # 352-753-5974
 Fax # 352-753-2456
 E-mail waterwizard671@embarqmail.com

Date	Invoice #
11/3/2009	19236

Bill To		Project		
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513		839492 - Morse & Rio Grande		
Revamp Irrigation. Install New Irrigation. Install Zone Valves		Terms	P.O. No.	
		Due On Receipt	Sam Wartinbee	
Date	Description	Qty	Rate	Amount
10/5/2009	Labor-1 Man	6.5	45.00	292.50
	Labor-2 Men	6.5	60.00	390.00
10/6/2009	Labor-1 Man	2.5	45.00	112.50
	Labor-5 Men	2.5	150.00	375.00
10/8/2009	Labor-1 Man	4.5	45.00	202.50
	Labor-2 Men	4.5	60.00	270.00
10/12/2009	Labor-1 Man	2	45.00	90.00
	Labor-2 Men	2	60.00	120.00
10/19/2009	Labor-1 Man	6.5	45.00	292.50
	Labor-1 Man	6.5	30.00	195.00
10/22/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-4 Men	8.5	120.00	1,020.00
10/23/2009	Labor-1 Man	10.5	45.00	472.50
	Labor-4 Men	10.5	120.00	1,260.00
10/26/2009	Labor-1 Man	8.5	45.00	382.50
	Labor-4 Men	8.5	120.00	1,020.00
10/27/2009	Labor-1 Man	8	45.00	360.00
	Labor-2 Men	8	60.00	480.00
	2 1/2" Gasket Knock On Coupling	2	17.00	34.00
	12" Valve Box	5	18.00	90.00
	2"X12" Nipple Schedule 80	12	3.50	42.00
	2" 90 Degree Schedule 80	5	5.00	25.00
	2" Schedule 80 Tee	2	10.00	20.00
	2"X1" Bushing Schedule 80	2	10.00	20.00
	10" Valve Box	2	10.00	20.00
	6" Rainbird Pop Up Spray	40	10.00	400.00
	MP Rotory Nozzle - 3000 Series	43	6.50	279.50
		Total		
		Payments/Credits		
		Balance Due		

Water Wizard Irrigation Inc.

PO Box 930
 Lady Lake, FL 32158
 Phone # 352-753-5974
 Fax # 352-753-2456
 E-mail waterwizard671@embarqmail.com

Invoice

Date	Invoice #
11/10/2009	19206

Bill To	Project	
Sumter Co. Bd. County Commissioners Attn: Amanda Taylor 910 N. Main St. Bushnell, FL 33513	839495 - CR466 & Morse Blvd.	
Irr. Revamp. Wire Timers K1,K2,K3,K4.Install New Irr. Run 40' " Mainline.Get Back On Line	Terms	P.O. No.
	Due On Receipt	Sam Wartinbee

Date	Description	Qty	Rate	Amount
	3" M/J Service Tee	1	70.00	70.00
	3" Cap	1	3.00	3.00
	PVC Fittings		200.00	200.00
	3/4" Olson Elbow	21	0.52	10.92
	1/2" Olson Elbow	223	0.52	115.96
	1/2" Funny Pipe - feet	2,000	0.25	500.00
	Ph. Splicing		40.00	40.00
	1 GAL. Liriope Evergreen Giant	71	2.50	177.50
	3 Gal. Raphelopsis Indian Hawthorne	60	5.85	351.00
	3 Gal. Parsoni Juniper	50	5.85	292.50
	1 Gal. Muscari Liriope	801	3.25	2,603.25
	Pine Straw, bale	60	5.50	330.00
<p>Date Received 1-4-10 Received By <i>Wm</i> Req/PO # 53580</p> <p>Acct # 153-342-541-6521 Description Morse Phase 1A</p>				

Phase 1A	Total	\$12,617.63
	Payments/Credits	\$0.00
	Balance Due	\$12,617.63

Water Wizard Irrigation Inc.
PO Box 930
Lady Lake, FL 32158

Phone 352-753-5974
Fax 352-753-2456
E-mail waterwizard671@embarqmail.com

Statement

Date

12/21/2009

To:

Sumter Co. Bd. County Commissioners
Attn: Amanda Taylor
910 N. Main St.
Bushnell, FL 33513

DEC 31 2009 AM 08:58

		Amount Due	Amount Enc.		
		\$46,991.38			
Date	Description	Amount	Balance		
11/04/2009	839451 - Morse & San Marino- <i>Phase 1</i> INV #19223. Due 11/04/2009. Orig. Amount \$4,868.40.	4,868.40	4,868.40		
10/12/2009	839473 - CR466 & Morse- <i>Phase 1A</i> INV #19207. Due 10/12/2009. Orig. Amount \$13,459.00.	13,459.00	18,327.40		
10/12/2009	839474 - Morse & Rio Grande- <i>Phase 1</i> INV #19155. Due 10/12/2009. Orig. Amount \$6,688.35.	6,688.35	25,015.75		
11/03/2009	839492 - Morse & Rio Grande- <i>Phase 1</i> INV #19236. Due 11/03/2009. Orig. Amount \$9,358.00.	9,358.00	34,373.75		
11/10/2009	839495 - CR466 & Morse Blvd.- <i>Phase 1A</i> INV #19206. Due 11/10/2009. Orig. Amount \$12,617.63.	12,617.63	46,991.38		
	<i>Phase 1</i> <i>20,914.75</i>				
	<i>Phase 1A</i> <i>26,076.63</i>				
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	26,844.03	20,147.35	0.00	\$46,991.38

Water Wizard Irrigation Inc.

	Paid FY 2009	Outstanding
153-342-541-6521 Morse Phase IA	24,358.16	26,076.63
103-340-541-6580 Morse Phase I	17,432.27	20,914.75
	<u>41,790.43</u>	<u>46,991.38</u>

IMPACT FEE AGREEMENT

THIS IMPACT FEE AGREEMENT ("Agreement") is made and entered into this 10 day of February, 2009 ("Effective Date"), by and between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "**Developer**"), and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called "**County**").

RECITALS

WHEREAS, on October 22, 2002, the Developer and the County entered into an Impact Fee Credit Agreement for Development of County Road 466; on December 17, 2002, the Developer and the County entered into a First Amendment to Impact Fee Credit Agreement for Development of County Road 466 by which Phase IV and Phase V of the Project were brought within the scope of the Impact Fee Credit Agreement; on January 12, 2005, the Developer and the County entered into an Amended and Restated First Amendment to Impact Fee Credit Agreement for Development of County Road 466 and an Interchange at County Road 466 and Interstate Highway 75; and on August 16, 2005, the Developer and the County entered into a Supplemental Impact Fee Credit Agreement for Development of County Road 466 (hereinafter collectively referred to as the "CR466 Agreement"), and

WHEREAS, on January 12, 2005, the Developer and the County entered into an Impact Fee Credit Agreement for Development of an Interchange at County Road 468 and The Florida Turnpike (hereinafter referred to as the "Turnpike Agreement"), and

WHEREAS, on January 27, 2009, the Developer and the State of Florida Department of Transportation ("FDOT") entered into The Villages DRI Transportation Proportionate Share and Joint Participation Agreement for certain substantial improvements to a portion of State Road 35/US Highway 301, in Sumter County, Florida, a copy of which is attached as *Exhibit "A"* (hereinafter referred to as the "FDOT SR35/Hwy 301 Agreement"), and

WHEREAS, at this time, the Developer and the County wish to set forth their agreements regarding the construction of improvements to State Road 35/US Highway 301 pursuant to the FDOT SR35/Hwy 301 Agreement, and update and, for purposes of application, supercede the terms of the CR466 Agreement and the Turnpike Agreement.

NOW THEREFORE, accepting the above recitals as true and incorporating them as if stated herein, and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree that the CR466 Agreement, the Turnpike Agreement and the Supplemental Impact Fee Credit Agreement for Development of County Road 466 dated August 16, 2005, are superceded hereby, and further that this Agreement sets forth the parties agreements

for the design and construction of certain improvements to State Road 35/US Highway 301. Any conflicts in interpretation or application between this Agreement and the agreements listed in this paragraph or the recitals shall be resolved in favor of this Agreement.

DEVELOPER CONTRIBUTIONS: Developer contributions (impact fee payments made by the Developer) which are the subject of this Agreement shall be governed and implemented by the scheduled attached hereto and incorporated herein as *Schedule 1*.

A. COUNTY-WIDE IMPROVEMENTS TO US HIGHWAY 301.

1. THE PROJECT. The Project contains four distinct components.

(A) Component One: The Project, as described in this Section A, involves the widening to four (4) lanes of that portion of USH301 from milepost 24.615 on the south, north to milepost 27.329, which may include stabilized base, limerock base, curb and gutter, median gutter and asphalt pavement, drainage, traffic maintenance, erosion control, construction staking, clearing and grubbing, signage, pavement markings, traffic signals, utility relocation, drainage working, including installation of stormwater pipe, drainage inlets, manholes and pond construction. The final engineering Construction Documents for the Project shall identify the Access Improvements, if any, not entitled to impact fee credits.

(B) Component Two: USH301 Safety Improvement

The safety improvement is on a section of USH301 immediately north of the interchange with Florida's Turnpike, so that the configuration provides for a lane addition from the Turnpike's northbound off ramp, or its safe and equivalent improvement; applying appropriate design and transitions of the additional land.

(C) Component Three: CR466 @ USH301
Add westbound Left Turn Lane

(D) Component Four: USH301 @ SR44
Add southbound Left Turn Lane

2. RESPONSIBILITIES.

(A) Component One.

(1) Right-of-Way.

(a) Right of Way Owned by Developer. Developer does not own any right-of-way adjoining the Project, and therefore, the Developer will not be donating right-of-way, nor receiving credit/reimbursement for the donation of any right-of-way pursuant to the Project.

(b) Right-of-Way to be Acquired. The acquisition of right-of-way necessary to construct the Project shall be the responsibility of FDOT. FDOT is actively acquiring right-of-way for the Project and all condemnation will be done by and through FDOT.

(2) Road Way Design. FDOT shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents shall be prepared and upon approval by FDOT, submitted to the County. The Director of Public Works of Sumter County may submit written suggestions and recommendations to FDOT based on his review of the Construction Documents.

(3) Construction of Project. The Project shall be constructed in accordance with all applicable regulations, including periodic inspections and submission of all testing reports to FDOT and final inspection by FDOT prior to acceptance of the Project. The Developer shall commence the construction of the Project within one hundred twenty (120) days from the latter of, (i) FDOT acquiring such right-of-way as is necessary to complete the Project, or (ii) the Developer receiving from FDOT all permits necessary for the construction of the Project including a Construction Permitting Agreement including the County, the Developer and FDOT. The Developer shall complete the Project within eighteen (18) months from commencement.

(4) Impact Fee Credit and Reimbursement.

(a) Dedication of Right-of-Way. Developer does not own any right-of-way adjoining the Project, and therefore, the Developer will not be donating right-of-way, nor receiving credit/reimbursement for the donation of any right-of-way pursuant to the Project

(b) Construction of the Project. The County agrees that the Developer shall be entitled to impact fee credit and reimbursement based upon the actual cost of construction of Off-Site Improvements funded by the Developer pursuant to this Agreement, however, in no event shall the Developer be entitled to any credit or reimbursement in excess of 120% of the estimated construction costs of \$24,089,000 as prepared by FDOT and set forth in the FDOT SR35/Hwy 301 Agreement, unless the Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and reimbursement in the amount of the actual cost of constructing the Project. Also, in no event shall the Developer be entitled to any reimbursement except to the extent of any funds on deposit in the Countywide Road Construction Impact Fee Trust Account. For purposes of this Agreement, "Off-Site Improvements" shall mean road improvements located outside of the boundaries of a Road Impact Construction which are required by the County in order to serve External Trips, but not including Access Improvements.

(c) Records and Impact Fee Credits. All Transportation Impact fees in the Countywide Road Construction Impact Fee Trust Account received by the County since December 18, 2001 shall be available for credit to the Developer, as earned through the formula described herein, and also for reimbursement to the Developer to the extent of any funds on

deposit in the Countywide Road Construction Impact Fee Trust Account and Sumter County shall not be obligated to reimburse the Developer from any other source other than the Countywide Road Construction Impact Fee Trust Account. The Developer may apply for a credit and/or reimbursement from the Road Construction Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit and/or reimbursement shall be available to the Developer upon inspection, approval and acceptance by the County. During construction, such impact fee credit and reimbursement shall accrue and be paid to the Developer in an amount equal to 90% of the cost of each portion of the Project completed. Upon completion of the Project, 100% of the cost associated with the Project shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by FDOT and Sumter County. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost of the Off-Site Improvements to be constructed. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement.

(d) Assignment of the Impact Fee Credits by the Developer.

The impact fee credits shall be fully transferable and assignable by the Developer in accordance with this section. Prior to the issuance of a building permit, the owner of the Developer contribution credit must file an application to assign the credits with the Sumter County Planning Director. An assignment of Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

(ii) The assignment must be within the same road construction district.

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

(e) Financial Accounting. All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Project costs. The financial records shall enable ready identification of all Project costs. The County shall have the right to audit or verify the amount and accuracy of Project costs and Project documentation throughout the term of this Agreement and for five years subsequent, and shall have access to any and all records, documents or correspondence related to the Project.

(f) Annual Review and Audit. The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation impact fees and the balance of available and unused credit. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County. Prior to taking any such action, the County agrees to give the Developer written notice with reasonable time in which to cure any alleged failure.

(B) Components Two, Three and Four. Pursuant to the FDOT SR35/Hwy 301 Agreement, the Developer is obligated to pay \$1,392,974.00 to FDOT which FDOT will hold such funds exclusively for the completion of Components Two, Three and Four. Within sixty (60) days of the presentation of proof of such payment by the Developer to the FDOT, the County shall reimburse to the Developer such amount from the Countywide Road Construction Impact Fee Trust Account.

B. DISTRICT NO. 1 IMPROVEMENTS TO THE FLORIDA TURNPIKE AT CR468, AND ALSO TO CR466.

1. THE FLORIDA TURNPIKE.

(A) The Project. The Project, as described in this Section B, involves the preliminary and final design, right-of-way acquisition, and permitting of an interchange at CR468 and The Florida Turnpike, and the construction of a partial interchange as depicted in *Attachment I*, including grading, stabilized base, limerock base, curb and gutter, median gutter and asphalt pavement, drainage, traffic maintenance, erosion control, construction staking, materials testing, clearing and grubbing, signage, pavement markings, traffic signals, utility relocation, drainage works, including installation of stormwater pipe, drainage inlets, manholes and pond construction. The final engineering Construction Documents for the Project shall identify the Access Improvements, if any, not entitled to impact fee credits.

(B) Developer Responsibilities.

(1) Right of Way.

(a) Right of Way Owned by Developer. Pursuant to a purchase agreement and the exercise of an option agreement, the Developer has acquired fee simple title to all property that the Developer believes is reasonably necessary for the construction of the Project which is more particularly described in *Exhibit "B"* (the "Developers Property"). Within sixty (60) days from the date upon which the State of Florida Turnpike Authority ("Turnpike Authority") provides written approval of the final engineering Construction Documents for such Project, the Developer shall convey to the County all of the Developers Property. At closing, the Developer shall pay deed documentary stamp tax and current year taxes prorated as of the date of closing as required by Florida Statutes §196.295.

(b) Additional Right-of-Way to be Acquired. The Developers Property does not include possessory rights of tenants under billboard sign lease agreements affecting the Developer's Property described in *Exhibit "B"*. As soon as practical after the execution of this Agreement the County shall commence and complete condemnation proceedings to terminate those possessory rights of sign lease tenants.

(2) Road Way Design. The Developer has retained the services of Kimley-Horn and Associates, Inc. to provide design and engineering services for the Project. If Developer desires to hire another design engineering firm to provide additional services for the Project, the Developer shall comply with Section 287.055, Florida Statutes, in the selection and hiring of a Design Engineer, or the design function may be performed by Design/Builder hired in accordance with Section 287.055, Florida Statutes. The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents shall be prepared and upon approval by Turnpike Authority, submitted to the County. The Director of Public Works may submit written suggestions and recommendations to the Developer based on his review of the Construction Documents and the Project shall be designed and constructed in accordance with all applicable regulations. Upon completion, the Developer shall submit to the Turnpike Authority and to the County's Director of Public Works three (3) originals of as-built Construction Documents signed and sealed by the Developer's engineer.

(3) Construction of Project. The Project shall be constructed in accordance with all applicable regulations, including periodic inspections and submission of all testing reports and final inspection by Turnpike Authority and Sumter County prior to acceptance of the Project. The Developer shall commence the construction of the Project within one hundred twenty (120) days from the latter of, (i) the County acquiring the possessory rights of all sign lease tenants and such right-of-way as is necessary to complete the Project, (ii) the Developer receiving all permits necessary for the construction of the Project including a Construction Permitting Agreement among the County, the Developer and Turnpike Authority, or (iii) the date upon which the Developer issues its Notice to Proceed for the Project but in no event later than December 1, 2014, unless the delay is caused by County's failure to acquire the leasehold rights of Sign Lease Tenants. The Developer shall complete the Project within eighteen (18) months from commencement.

(C) Impact Fee Credit and Reimbursement.

(1) Dedication of Right of Way.

(a) Fee Simple. The Developer shall receive impact fee credits and/or reimbursement in the amount of the Developer's purchase price to acquire the Developers Property which is **\$829,672.95**, together with the cost of such consultants, appraisers, attorneys, and all such costs related to the acquisition of such right-of-way. At closing, the Developer shall pay deed documentary stamp tax and current year taxes prorated as of the date of closing.

(b) Sign Lease Tenants. County shall acquire the leasehold rights of all Sign Lease Tenants.

Notwithstanding any other provision of this Agreement, if the Developer is the holder of fee simple interest in the property needed as right-of-way for the Project, and therefore is the Landlord under the Sign Lease Agreements, Landlord agrees that Landlord shall not receive any impact fee credit or reimbursement for the termination of the Developer's rights as Landlord under the Sign Lease Agreements.

(2) Construction of the Project. The County agrees that the Developer shall be entitled to impact fee credit and reimbursement based upon the actual cost of construction of Off-Site Improvements funded by the Developer pursuant to this Agreement, however, in no event shall the Developer be entitled to any credit and/or reimbursement in excess of 120% of the estimated construction costs set forth in *Exhibit "C"*, unless the Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and/or reimbursement in the amount of the actual cost of constructing the Project. For purposes of this Agreement, "Off-Site Improvements" shall mean road improvements located outside of the boundaries of a Road Impact Construction which are required by the County in order to serve External Trips, but not including Access Improvements.

(3) Impact Fee Credits, Reimbursement from Impact Fees, and Records. Subject to the limitations set forth in Section 1(C)(2) above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from all District No.1 Transportation Impact Fees paid within the Villages of Wildwood DRI, the Villages of Sumter DRI, and the Tri-County Villages of Sumter DRI, together with any additions thereto (collectively the "DRI's") and also those transportation impact fees paid by the Developer outside of the DRI's but within Road Construction District No.1 to the extent such impact fees have not previously been reimbursed to the Developer or utilized as credits against District No.1 Impact Fees.

(a) Records. The Developer may apply for a credit and/or reimbursement from the Road Construction District No. 1 Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees as set forth in *Schedule One* until the County's first approval of a portion of the credit entitlement under this Agreement. During construction, such impact fee credit shall accrue, and/or reimbursement paid to the Developer in an amount equal to 90% of the cost of the Project completed. Upon completion of the Project, 100% of the cost associated shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes impact fee credits shall be rebated to the Developer to the extent of the Developer's impact fee credit entitlement on a monthly basis. Notwithstanding the fact that the Developer has established an impact fee credit

balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits pursuant to Section 1(C)(3)(b) below, within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month's end balance of impact fees paid by the Developer, provided such rebate amount does not exceed the existing credit entitlement available to the Developer. The amount of each monthly rebate shall be deducted from the credit entitlement available to the Developer. The County shall deliver to the Developer monthly reports indicating all activity on the account during the month, and the month end credit balance. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement.

(b) Assignment of the Impact Fee Credits by the Developer.

The impact fee credits shall be fully transferable and assignable by the Developer in accordance with this section. Prior to the issuance of a building permit, the owner of the Developer contribution credit must file an application to assign the credits with the Sumter County Planning Director. An assignment of Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

(ii) The assignment must be within the same road construction district.

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

(c) Financial Accounting. All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Project costs. The financial records shall enable ready identification of all Project costs. The County shall have the right to audit or verify the amount and accuracy of Project costs and Project documentation throughout the term of this Agreement and for five years subsequent, and shall have access to any and all records, documents or correspondence related to the Project.

(d) Annual Review and Audit. The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation impact fees and the balance of available and unused credit. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County. Prior to taking any such action, the County agrees to give the Developer written notice with reasonable time in which to cure any alleged failure.

2. **COUNTY ROAD 466.**

(A) The Project. The Project, as described in this Section B.2. contains two distinct components.

(1) Component One. The Project involves the design, permitting and construction of County Road 466 as a four-lane roadway from approximately County Road 245 on the West to approximately 7/10ths of a mile east of Interstate Highway 75, together with intersection improvements to County Road 466 and County Road 475 and an interchange at the intersection of Interstate Highway 75 and County Road 466.

(2) Component Two. Morse Boulevard @ CR466 -
Add southbound Right Turn Lane
Add northbound Right Turn Lane

(B) Responsibilities.

(1) Component One.

(a) Road Way Design. The Developer has retained the services of Kimley-Horn and Associates, Inc. to provide design and engineering services for the Project. If Developer desires to hire another design engineering firm to provide additional services for the Project, the Developer shall comply with Section 287.055, Florida Statutes, in the selection and hiring of a Design Engineer, or the design function may be performed by Design/Builder hired in accordance with Section 287.055, Florida Statutes. The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents shall be prepared and upon approval by FDOT, submitted to the County. The Director of Public Works may submit written suggestions and recommendations to the Developer based on his review of the Construction Documents and the Project shall be designed and constructed in accordance with all applicable regulations. Upon completion, the Developer shall submit to the FDOT and to the County's Director of Public Works three (3) originals of as-built Construction Documents signed and sealed by the Developer's engineer.

(b) Right-of-Way.

(i) Property Owned Currently by the Developer.

Developer agrees to donate to the County that portion of the real property owned by the Developer described in *Exhibit "D"* necessary for the construction of Component One within sixty (60) days from the date upon which the Developer receives final written approval of the Component One final engineering Construction Documents. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of record, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. Developer agrees to convey to the County such right-of-way described in *Exhibit "D"* without impact fee credit entitlement. The Developer shall pay for all documentary stamps to record the deed and all other recording costs. At closing, the Developer shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(ii) Additional Right-of-Way to be Acquired. The

Developer agrees to cooperate with the County in assisting the County in securing such additional right-of-way as is necessary to complete the Project.

(c) Construction of Component One of the Project. The

Developer shall commence the construction of Component One of the Project within one hundred twenty (120) days of the later to occur, (a) the date upon which the Developer receives written approval by FDOT and the Federal Highway Administration for the construction of an interchange at the intersection of County Road 466 and Interstate Highway 75, pursuant to the Interchange Justification Report for County Road 466, or (b) the date upon which the Developer issues its Notice to Proceed with Component One of the Project.

2. Component Two.

(a) The Project. The Project involves intersection improvements to County Road 466 at the intersection of Morse Boulevard, which may include stabilized base, limerock base, curb and gutter, median gutter and asphalt pavement, drainage, traffic maintenance, erosion control, construction staking, clearing and grubbing, signage, pavement markings, traffic signals, utility relocation, drainage working, including installation of stormwater pipe, drainage inlets, manholes and pond construction. The final engineering Construction Documents for the Project shall identify the Access Improvements, if any, not entitled to impact fee credits.

(b) Responsibilities.

1. Right-of-Way.

(i) The Developer agrees to request that District No. 1 and Sumter Landing Community Development District convey to the County without impact fee credit or reimbursement the real property currently owned by each respective district as

described in *Exhibit "E"* within sixty (60) days from the later to occur of (i) date upon which the County provides for approval of engineering Construction Documents, or (ii) the Developer obtaining all necessary permits for the construction of Component Two. Any such conveyance shall be by statutory warranty deed free and clear of all liens and encumbrances but subject to easements for public utilities and restrictions of record, if any, which shall not prohibit the use said lands by the County for its intended purpose as road right-of-way.

2. Road Way Design. The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Project in accordance with all applicable regulations. The engineering Construction Documents for Component Two shall be prepared and submitted to the County for its review and approval.

3. Construction of Component Two of the Project. Component Two shall be constructed in accordance with all applicable regulations, including periodic inspections and submission to Sumter County of all testing reports and final inspection prior to acceptance of the Project. The Developer shall commence construction of Component Two of the Project within one hundred twenty (120) days from the later of (i) District No. 1 and Sumter Landing District conveying such additional right-of-way for Component Two, (ii) final approval of Construction Documents for Component Two by the County, or (iii) the Developer issuing a Notice to Proceed. The Developer shall complete Component Two within 270 calendar days from commencement.

(C) Impact Fee Credit and Reimbursement Applicable to Both Components.

(1) Dedication of Right-of-Way. Developer agrees to convey to the County such right-of-way described in *Exhibit "D"* without impact fee credit entitlement.

(2) Construction of the Project. The County agrees that the Developer shall be entitled to impact fee credit and reimbursement based upon the actual cost of design and construction of Off-Site Improvements funded by the Developer pursuant to this Agreement, however, in no event shall the Developer be entitled to any credit or reimbursement in excess of 120% of the estimated construction costs of each component of the Project set forth in *Exhibits "F"* and *"G"* respectively, unless that component of the Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and reimbursement in the amount of the actual cost of constructing such component of the Project. Also, in no event shall the Developer be entitled to any reimbursement except to the extent of any funds on deposit in the Road Construction District No. 1 Impact Fee Trust Account. For purposes of this Agreement, "Off-Site Improvements" shall mean road improvements located outside of the boundaries of a Road Impact Construction which are required by the County in order to serve External Trips, but not including Access Improvements.

(3) Impact Fee Credits, Reimbursement from Impact Fees, and Records. Subject to the limitations set forth in Section 2(C)(2) above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from all District No.1 Transportation Impact Fees paid within the Villages of Wildwood DRI, the Villages of Sumter DRI, and the Tri-County Villages of Sumter DRI, together with any additions thereto (collectively the "DRI's") and also those transportation impact fees paid by the Developer outside of the DRI's but within Road Construction District No.1 to the extent such impact fees have not previously been reimbursed to the Developer or utilized as credits against District No.1 Impact Fees.

(a) Records. The Developer may apply for a credit and/or reimbursement from the Road Construction District No. 1 Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees pursuant to such ordinance until the County's first approval of a portion of the credit entitlement under this Agreement. During construction, such impact fee credit shall accrue, and/or reimbursement paid to the Developer in an amount equal to 90% of the cost of the Project completed. Upon completion of the Project, 100% of the cost associated shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes impact fee credits shall be rebated to the Developer to the extent of the Developer's impact fee credit entitlement on a monthly basis. Notwithstanding the fact that the Developer has established an impact fee credit balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits pursuant to Section 2(C)(4) below, within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month's end balance of impact fees paid by the Developer, provided such rebate amount does not exceed the existing credit entitlement available to the Developer. The amount of each monthly rebate shall be deducted from the credit entitlement available to the Developer. The County shall deliver to the Developer monthly reports indicating all activity on the account during the month, and the month end credit balance. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement.

(4) Assignment of the Impact Fee Credits by the Developer. The impact fee credits shall be fully transferable and assignable by the Developer in accordance with this section. Prior to the issuance of a building permit, the owner of the Developer contribution credit must file an application to assign the credits with the Sumter County Planning Director. An assignment of Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

(ii) The assignment must be within the same road construction district.

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

(5) Financial Accounting. All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Project costs. The financial records shall enable ready identification of all Project costs. The County shall have the right to audit or verify the amount and accuracy of Project costs and Project documentation throughout the term of this Agreement and for five years subsequent, and shall have access to any and all records, documents or correspondence related to the Project.

(6) Annual Review and Audit. The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation impact fees and the balance of available and unused credit. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County. Prior to taking any such action, the County agrees to give the Developer written notice with reasonable time in which to cure any alleged failure.

C. GENERAL PROVISIONS.

1. **TERM.** This Agreement shall commence as of the Effective Date and shall continue as to each individual component until the earlier to occur of (A) ten (10) years following completion of each such component, or (B) the Developer being fully reimbursed or fully utilizing such impact fee credits as is generated by that such component.

2. **NOTICES.** Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and unless receipt is expressly required, will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

DEVELOPER:

The Villages of Lake-Sumter, Inc.
1020 Lake Sumter Landing
The Villages, Florida 32162
Attention: John Wise

Copy to:

Steven M. Roy, Esq.
McLin & Burnsed P.A.
PO Box 1299
The Villages, Florida 32158-1299

COUNTY:

Sumter County Administrator
910 North Main Street
Bushnell, Florida 33513

Copy to:

Thomas S. Hogan, Jr., Esq.
The Hogan Law Firm
PO Box 485
Bushnell, Florida 34605

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

3. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of the parties and their successors in interest. No subsequent agreement shall be valid or binding upon the parties unless in writing and executed by the party immediately bound by it. In any litigation arising out of this Agreement, each party shall be responsible for its attorney's fees and costs.

4. **FORCE MAJEURE.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, then such party shall not be liable for damages to the other party as a result of such non-performance. Notwithstanding the above, both parties agree to take no action that would prevent the intended operation of this Agreement.

5. **AMENDMENT.** This Agreement may be amended by mutual written agreement of the parties where such amendment is duly executed with the same formalities as this Agreement.

6. **JURISDICTION AND VENUE.** The parties agree that venue and jurisdiction for any dispute arising out of this entire Agreement shall only be in a court of competent jurisdiction in Sumter County, Florida.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written.



ATTEST:

Gloria Hayward, Clerk of the Court
Gloria Hayward, Clerk of the Court

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

Garry Breeden, Chairman
Garry Breeden, Chairman

Approved as to Form
and Legal Sufficiency

Sumter County Attorney
Sumter County Attorney

ATTEST:

By:

Gary L. Moyer, Vice President
Gary L. Moyer, Vice President

THE VILLAGES OF LAKE-SUMTER, INC.

By:

Mark G. Morse, President
Mark G. Morse, President

received
12/28/09
B&P



FROM

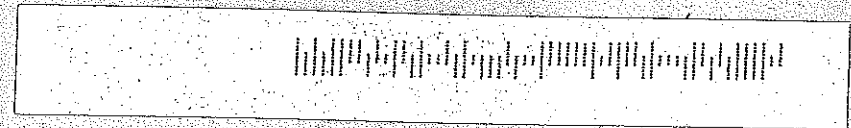
Water Wizard Irrigation, Inc.
PO Box 930
Lady Lake, FL 32158

PW

To

Sumter Co. Board of County Commissioners
Attn: Amanda Taylor
910 N. Main St.
Bushnell, FL 33513

Please have
vendor put
correct address
on Invoices.



PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53636

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

March 16, 2010

┌

DATE _____

AD Morgan Corporation
716 N. Renellie Drive
Tampa, FL 33609

DEPT. Series 2006 Construction Fund

└

BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-290-523-6507		1	Application #27 as attached	702,092.89	702,092.89
		1	Request for Payment #2 as attached	203,928.00	203,928.00
Not to exceed the total of \$906,020.89					
<i>This represents the remaining balance of the \$22 million GMP to be paid out.</i>					
TERMS:				TOTAL	906,020.89

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

- MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-801262366C-3.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on Reverse Side)

PAGE 1 OF 15 PAGES

TO (OWNER): Board of Sumter County Commissioners
209 North Florida Street
Bushnell, FL 33513

PROJECT: Sumter County Jail Expan.
ADM #2608

APPLICATION #: 27 Modified

PERIOD TO: 1/31/2010

FROM (CONTRACTOR): The A.D. Morgan Corporation
716 N. Renellie Drive, Tampa, FL 33609

VIA (ARCHITECT): Strollo Architects
731 Franklin Lane
Orlando, FL 32801

CONTRACT DATE: 6/20/2006

CONTRACT FOR: Sumter County Jail Expansion

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this month			
Number Date Approved			
1A Amendment	\$ 255,850.00		
2A Amendment	\$ 295,063.00		
TOTALS	\$ - \$ 550,913.00	\$ -	
Net change by Change Orders	\$		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificate for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

CONTRACTOR: The A.D. Morgan Corporation

By:

Tim Wise, Project Manager

02.10.10

ARCHITECT'S CERTIFICATE FOR PAYMENT

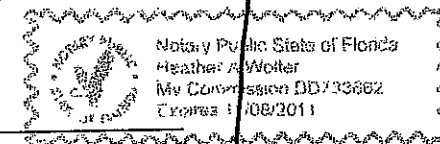
In accordance with the contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1 ORIGINAL CONTRACT SUM.....	\$	22,550,913.00
2 Net Change by Change Orders.....	\$	-
3 CONTRACT SUM TO DATE (LINE 1+2).....	\$	22,550,913.00
4 TOTAL COMPLETED & STORED TO DATE.....	\$	22,027,051.90
4a TOTAL OWNER DIRECT PURCHASE BILLINGS....	\$	5,332,099.17
5 RETAINAGE:		
a. 10% of Completed Work (Col D+E on G703)	\$	30,557.80
b. % of Stored Material (Col F on G703)	\$	-
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$	30,557.80
6 TOTAL EARNED LESS RETAINAGE.....	\$	16,664,394.93
(Line 4 less Line 4a less Line 5 Total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	16,516,720.94
8 CURRENT PAYMENT DUE.....	\$	147,673.99
9 BALANCE TO FINISH PLUS RETAINAGE.....	\$	554,418.90
(Line 3 less Line 4a less Line 6)		
Dbt Chk Lines 4a+7+8+9	\$	22,550,913.00

State of: FLORIDA
County of: SUMTER
Subscribed and sworn before me

Notary Public:

My Commission Expires:



Amount Certified.....

\$147,673.99

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

*By:

Date: 2/17/10

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

\$702,092.00

CONTRACTORS PAY REQUEST

TO: Board of Sumter County Commissioners
209 North Florida St. Bushnell FL. 33513

REQUEST FOR PAYMENT #: 2

FROM: The A. D. Morgan Corporation
CO 716 N. Renellie Dr.
Tampa, FL. 33609
PHONE 813-832-3033
FAX 813-831-9860

DATE: February 10 2010
JOB#: 2808
COST CODE:
CONTRACT DATE June 20 2006
PROJECT NAME: Sumter County Jail Expansion
New Fire Alarm System '88 Facility

THIS INVOICE IS FOR WORK PERFORMED ON THE ABOVE NAME JOB FOR THE PAY PERIOD ENDING: 10-Feb-10
GIVE BRIEF DESCRIPTION OF WORK: Installation of new fire alarm system within the existing jail '88 building.

CHANGE ORDER SUMMARY			
	ADDITIONS		DEDUCTIONS
Total approved			
In prev. months			
Total approved			
this month			
TOTALS			
NET CHANGES by COs			

DO NOT WRITE IN THIS SPACE			
APPROVAL:			
PM:	ACCT:		
DRAW REQ:			
VENDOR #:			
JOB/CC#:			
CODE	BILLING	RETAINAGE	NET
TOTAL			

1. ORIGINAL CONTRACT SUM	\$295,063.00
2. CHANGE ORDERS LESS DPOs BILLED TO DATE	\$0.00
2A. NET CHANGE BY DIRECT PURCHASE	\$0.00
2B. NET CHANGE BY SALES TAX SAVINGS	\$0.00
2C. TOTAL NET CHANGE BY Cos & DPOs	\$0.00
3. CONTRACT SUM TO DATE (line 1 +/- line 2)	\$295,063.00
4. SUBTOTAL COMPLETED & STORED TO DATE	\$286,135.00
(subtotal Column K on Continuation Sheet)	
4A. TOTAL DIRECT PO BILLINGS TO DATE	\$0.00
(subtotal Column J on Continuation Sheet)	\$286,135.00
4B. TOTAL COMPLETED & STORED	\$286,135.00
(line 4 - line 4a)	
5. RETAINAGE TO DATE	\$0.00
10% of completed work, stored material, & direct PO billings	
Total Column N on Continuation Sheet	
6. TOTAL EARNED LESS RETAINAGE & DPO BILLINGS	\$286,135.00
(line 4 - line 4a - line 5)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$91,135.00
(line 5 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$195,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE RELEASE	
(line 3 - line 6)	\$8,928.00

\$203,928.00

Request for payment in the amount of: \$195,000.00

NOTARY AFFIDAVIT

Sworn to and subscribed before me this 10 day of Feb
2010 by Tim Wise
who is personally known to me or who has produced

as identification.

State of: FL

County of: Sumter

Signature of Notary Public: Heather Wolter
My commission expires: 11/8/2011

CONTRACTOR:

The A. D. Morgan Corporation

By:

(signature)

Tim Wise

(name)

Project Manager

(title)

